

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK

In re:

LEHMAN BROTHERS HOLDINGS INC

Lehman Brothers Holdings, Inc

(“the Debtors”)

Chapter 11

Case No. 08-13555 (JMP) Jointly  
Administered

**Case No. 08-13555**

**Claim No.: 66057**

**NOTICE OF TRANSFER OF CLAIM PURSUANT TO F.R.B.P. RULE 3001 (E)(2) FOR FILED  
CREDITOR, TURNBERRY LEVERAGED CREDIT MASTER LP, IN THE AMOUNT OF  
\$22,601,120.00, TO C.V.I G.V.F. (LUX) MASTER S.A.R.L.**

**To Transferor:** Turnberry Leveraged Credit Master LP  
c/o Seward & Kissel LLP  
Attn: Justin L. Shearer, Esq  
One Battery Park Plaza  
New York, NY 10004

PLEASE TAKE NOTICE that the transfer of **\$22,601,120.00** of the above-captioned general unsecured claim has been transferred to:

**Transferee:** C.V.I G.V.F. (Lux) Master S.a.r.l.  
c/o CarVal Investors UK Limited  
Knowle Hill Park  
Farimile Lane  
Cobham  
Surrey KT11 2PD  
United Kingdom

The evidence of transfer of claim is attached hereto. A copy of the Proof of Claim and a copy of the Claims Agent website listing the claim are attached.

If your objection is not timely filed, the transferee will be substituted in your place as the claimant on our records in this proceeding.

---

(*FOR CLERK'S OFFICE USE ONLY*):

This notice was mailed to the first named party, by first class mail, postage prepaid on \_\_\_\_\_, 2009.

INTERNAL CONTROL NO. \_\_\_\_\_

Copy: (check) Claims Agent \_\_\_\_\_ Transferee \_\_\_\_\_ Debtors's Attorney \_\_\_\_\_

---

Deputy Clerk

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

In re:

Ch-11 LEHMAN BROTHERS HOLDINGS, INC.

Debtor

Case No. 08-13555

Chapter 11

**NOTICE OF TRANSFER OF CLAIM  
PURSUANT TO RULE 3001(e)**

PLEASE TAKE NOTICE that any and all claims of Turnberry Leveraged Credit Master Fund, L.P. ("Assignor") that are scheduled by the Debtor(s) and or filed as an original or amended Proof of Claim against the Debtor(s), including but not limited to the following:

Proof of Claim Amount	Proof of Claim No.
\$22,601,120.00	66057/33432

have been transferred and assigned to C.V.I. G.V.F. (Lux) Master S.a.r.l. ("Assignee"); provided however this transfer explicitly excludes Assignor's interest in that certain bond with a \$1,000,000.00 face amount, the Servicemaster Company 10.75% Sr. Notes, CUSIP #81760NAE9 (the "Trust Asset") and no interest, right or title to the Trust Asset shall be transferred to Assignee in any way.

The signature of Assignor on this document is evidence of the transfer of the claims and all rights thereto.

Assignor hereby waives any notice or hearing requirements imposed by Rule 3001 of the Bankruptcy Rules, and stipulates that an order may be entered recognizing this Assignment as an unconditional assignment and the Assignee herein as the valid owner of the Claim. You are hereby requested to make all future payments and distributions, and to give all notices and other communications, in respect of the Claim to the Assignee.

ASSIGNEE: C.V.I. G.V.F. (Lux) Master S.a.r.l.  
Address: c/o CarVal Investors UK Limited  
Knowle Hill Park  
Fairmile Lane  
Cobham  
Surrey KT11 2PD  
United Kingdom

Signature: R Ward  
Name: R WARD  
Title: DIRECTOR  
Date: 16 Nov 2009

ASSIGNOR: Turnberry Leveraged Credit Master LP  
Address: c/o Seward & Kissel LLP  
Attn: Justin L. Shearer, Esq.  
One Battery Park Plaza  
New York, NY 10004

Signature: Philip Pennell  
Name: Philip Pennell  
Title: Head Trader  
Date: 11-10-2009

SK 26751 0001 1046024

- [Epiq Directory](#)
- [Contact Us](#)
- [Forms](#)
- 

## Epiq Systems, Inc.

646 282 2400

[Client Home](#)[Filed Claims & Schedules](#)[Key Documents](#)[Docket](#)[Change Client](#)

### Lehman Brothers Holdings Inc. (Chapter 11)

#### Filed Claims and Schedules

Claim #   Debtor

Schedule #  Equals  Scope

Claim Date Range  to

Order By  Results Per Page

 Page 1 of 1  Page

	Claim #	Schedule #	Creditor Name	Date	Total Claim Value	
<input type="checkbox"/>	<a href="#">66057</a>		TURNBERRY LEVERAGED CREDIT MASTER LP ATTN: JUSTIN L. SHEARER, ESQ. C/O SEWARD & KISSEL LLP ONE BATTERY PARK PLAZA NEW YORK, NY 10004  Debtor: LEHMAN BROTHERS HOLDINGS, INC.	12/28/2009	\$22,601,120.00 Claim Secured Amount: \$22,601,120.00  <b>Remarks: This claim amends claim 33432</b> CLAIMED PARTIALLY UNLIQUIDATED	<a href="#">Image</a>
Claims 1-1 of 1						

Epiq Bankruptcy Solutions, LLC ("Epiq") maintains this website for the public's convenience. While Epiq makes every attempt to assure the accuracy of the information contained herein, this website is not the website of the United States Bankruptcy Court and does not contain the complete, official record of the Bankruptcy Court. All documents filed with the Bankruptcy Court are available for inspection at the office of the Clerk of the Bankruptcy Court during its normal business hours or online on the Bankruptcy Court's website. Use of this website is also subject to our [terms of use](#) and [end user license agreement](#). Please review our [privacy statement](#) for additional information regarding the data maintained on this website.

© 2010 Epiq Systems, Inc. All Rights Reserved.

- [Home](#)
- [Contact](#)
- [Subscribe](#)
- [Site Map](#)
- [Disclaimer](#)
- [Terms of Use](#)
- [Privacy Statement](#)
- [Safe Harbor](#)



IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK

In re:

LEHMAN BROTHERS HOLDINGS INC.,

Chapter 11

Case No. 08-13555 (JMP)

Debtor.

**ADDENDUM TO AMENDED PROOF OF CLAIM OF  
TURNBERRY LEVERAGED CREDIT MASTER LP  
(AMENDED CLAIM NO. 2 of 2)**

1. Turnberry Leveraged Credit Master LP ("Claimant") asserts this claim against Lehman Brothers Holdings Inc. ("LBHI" or "Debtor"), the above-captioned debtor, in connection with (a) the guarantee of LBHI of the obligations of its affiliate Lehman Brothers International (Europe) ("LBIE") pursuant to a Prime Brokerage Arrangement (as defined below) between Claimant and LBIE, and (b) obligations of the Debtor under the PBA (as defined below). Claimant filed a claim (the "Original Claim") against the Debtor on September 21, 2009 (claim no. 33432) in connection with the same underlying obligations. This amended claim is Amended Claim No. 2 of two amended claims filed simultaneously that together amend the Original Claim. The amended claims do not duplicate or supersede each other in any way and must be considered in conjunction with each other. This Amended Proof of Claim No. 2 reflects a claim under the Prime Brokerage Arrangement except in connection with the Excluded Bond (as defined below). Amended Proof of Claim No. 1 reflects a claim for all obligations arising under the Prime Brokerage Arrangement with respect to the Excluded Bond.

2. Claimant opened a prime brokerage account (the "PBA Account") with Lehman Brothers Inc. ("LBI") pursuant to a Customer Account Agreement Prime Brokerage

dated July 20, 2007 (the “PBA”). Several other Lehman entities, including the Debtor, are identified as additional parties to the PBA. In connection with the PBA Account, Claimant also entered into a Margin Lending Agreement with LBIE and LBI dated July 20, 2007 (the “MLA”) and a Global Master Securities Lending Agreement with LBIE dated July 20, 2007 (the “GMSLA”). The PBA, MLA and the GMSLA collectively form the basis of the (“Prime Brokerage Arrangement”) between Claimant and the Debtor.

3. The documents comprising the Prime Brokerage Agreement, and all other relevant documentation supporting this Amended Proof of Claim, has been uploaded to the Debtor’s supplemental questionnaire website, [www.lehman-claims.com](http://www.lehman-claims.com) (the “Website”), in satisfaction of the “Guarantee Questionnaire” requirements set forth in the Order Pursuant to Section 502(b)(9) of the Bankruptcy Code and Bankruptcy Rule 3003(c)(3) Establishing the Deadline for Filing Proofs of Claim, Approving the Form and Manner of Notice Thereof and Approving the Amended Proof of Claim Form entered in this case on July 2, 2009 (the “Bar Date Order”).

4. Claimant currently has a claim against LBIE arising from LBIE’s obligations under the Prime Brokerage Arrangement and will file an appropriate claim in the joint administration proceeding of LBIE when procedures to do so are established. Claimant believes that such claim will not be less than \$22,601,120.00.

5. This Amended Proof of Claim encompasses all of LBIE’s obligations to Claimant under the Prime Brokerage Arrangement, with the exception of Claimant’s rights, title and interest in a certain bond for the Servicemaster Company 10.75% Sr. Notes, CUSIP 81760NAE9, with a face amount of \$1,000,000.00 (the “Excluded Bond”). As set forth above, Claimant will file a separate Amended Proof of Claim (Amended Claim No. 1) to the Original

Claim with respect to the Excluded Bond.

**Guarantee Claim**

6. The Debtor, pursuant to a resolution of its board of directors dated June 9, 2005 (the “Board Resolution Guarantee”), fully guaranteed the payment of all liabilities, obligations and commitments of certain of its subsidiaries, including LBIE. The Debtor is therefore fully liable under the Board Resolution Guarantee for all amounts owed by LBIE to Claimant in respect of the Prime Brokerage Arrangement.

7. Claimant asserts this Amended Proof of Claim for the recovery of the full amount of Claimant’s claim against LBIE, not including the Excluded Bond, in connection with the Prime Brokerage Arrangement, as will be tabulated in the future pursuant to whatever method of claim valuation is ultimately adopted by the LBIE joint administration.

8. Claimant also asserts this Claim under the Board Resolution for any and all amounts owing (with the exception of the Excluded Bond) in respect of any other claim Claimant may have against LBIE.

**PBA Claim**

9. This Amended Proof of Claim is also asserted by Claimant against the Debtor for obligations owing to Claimant in connection with the PBA other than in respect of the Excluded Bond. Claimant alleges that the Debtor may have obligations owing to Claimant in connection with the breach of the PBA as of the filing date of the Debtor’s petition. In respect of such obligations, Claimant asserts this Amended Proof of Claim against the Debtor in an unliquidated amount.

10. The obligations that the Debtor owes to claimant under the PBA include, but are not limited to, (a) Section 10 of the PBA, which states that the Debtor, among others,

shall

inform [Claimant] if [the Debtor] becomes aware of the occurrence or prospective occurrence of any of the following with respect to any securities in [Claimant's] account(s): conversions, subdivision or consolidation; redemption; a takeover offer; calls, including calls on partly-paid securities and published calls; a capitalization issue; rights issue; distribution of income in the form of securities; or a certificate which may at a future date be exchanged for securities or an entitlement to acquire securities . . . [If the Debtor] receives notice from [Claimant] that [Claimant] wish[es] to act on any of the events referenced in this section and such notice is received by [the Debtor] within a reasonable time for [the Debtor] to act on such event, [the Debtor] will act in accordance with [Claimant's] wishes;

and (b) Section 19(b) of the PBA, which states that

[u]nless otherwise agreed by [the Debtor] and [Claimant], [Claimant] will be entitled to receive all distributions, including, but not limited to, cash, stock dividends and interest payments, made on or in respect of any loaned, pledged, repledged, hypothecated or rehypothecated securities which are not otherwise received by [Claimant], to the full extent [Claimant] would be entitled if the securities had not been loaned, pledged, repledged, hypothecated or rehypothecated.

11. Additionally, Section 12 of the PBA states that each Lehman Brothers entity party to the PBA, including LBI, "reserves the right to assign any of its rights or obligations hereunder or under any contract to any other Lehman Brothers entity without prior notice to [Claimant]." To the extent that LBI may have transferred any of its rights or obligations as prime broker under the PBA to Debtor, Claimant asserts this Amended Proof of Claim against the Debtor for the full amount (with the exception of the Excluded Bond), and to the same extent, detailed in the claim filed by Claimant against LBI in its SIPA proceeding (Case No. 08-10420 (JMP)(SIPA)), attached hereto as Exhibit A.

12. Notices regarding this Amended Proof of Claim should be sent to:

Seward & Kissel LLP  
One Battery Park Plaza  
New York, New York 10004  
Tel: 212-574-1200  
Fax: 212-480-8421  
Attn: Justin L. Shearer

Turnberry Leveraged Credit Master Fund Ltd.  
c/o Turnberry Capital Management, L.P.  
325 Greenwich Ave.  
Greenwich, CT 06830  
Att: Michael Srubinski

13. Claimant expressly reserves its right to replace, amend or supplement this Amended Proof of Claim to include any claim at law or in equity.

14. The filing of this Amended Proof of Claim shall not be deemed a waiver of any claim in law or in equity that Claimant may have against the Debtor or LBIE, including, but not limited to, administrative or other priority claims, secured claims and constructive trust and equitable lien claims with respect to collateral held by LBIE, the right to seek adequate protection or the right to assert claims that are otherwise warranted in any related action. Furthermore, nothing contained herein shall be construed as a waiver of any rights or remedies of Claimant with respect to any other claims against any of the Debtor's affiliates.

15. The filing of this Amended Proof of Claim is not intended to be and should not be construed as (a) a consent by Claimant to the jurisdiction of this Court with respect to the subject matter of this claim, any objection or other proceeding commenced in this case or otherwise involving Claimant; (b) a waiver of the rights and remedies against any other person or entity who may be liable for all or part of the claims set forth herein, whether an affiliate or guarantor of the Debtor or otherwise; (c) a waiver or release of Claimant's right to trial by jury, or a consent to trial by jury, in this or any other court; (d) a waiver of Claimant's right to have final orders in non-core matters entered only after *de novo* review by

a United States District Court Judge; or (e) a waiver of any right to (i) move to withdraw the reference, or otherwise challenge the jurisdiction of this Court, with respect to the subject matter of this claim, any objection or other proceeding commenced in this case against or otherwise involving Claimant, or (ii) assert that the reference has already been withdrawn with respect to the subject matter of this claim, any objection or other proceeding commenced with respect thereto or any other proceeding commenced in this case against or otherwise involving Claimant.

16. Claimant specifically preserves all of its procedural and substantive defenses and rights with respect to any claim that may be asserted against Claimant by the Debtor, any of its successors and assigns or by any trustee for the Debtor's estate.

SK 26519 0001 1029412 v4